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DECLARATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

A METHOD AND APPARATUS FOR A FAULT TOLERANT, SOFTWARE TRANSPARENT AND HIGH DATA INTEGRITY EXTENSION TO A BACKPLANE BUS OR INTERCONNECT

the specification	of which				~
<u>X</u> is a	attached hereto.				
was	filed on and w		as Appli	cation Seri	al
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I hereby identified speci- referred to above	state that I have r fication, including e.	eviewed and under the claims, as a	stand the c mended by a	ontents of ny amendmen	the above t
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(Number)	(Country)	(Day/Month/Yea	r Filed)	Yes	No
(Number)	(Country)	(Day/Month/Yea	r Filed)	Yes	No

Yes

(Day/Month/Year Filed)

No

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter to each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

(Application Serial No.)	(Filing Date)	(Status: patented, pending, abandoned)
(Application Serial No.)	(Filing Date)	(Status: patented, pending, abandoned)

Address all correspondence to:

LAW OFFICES OF THOMAS E. SCHATZEL A Professional Corporation 16400 Lark Avenue, Suite 300 Los Gatos, California 95032-2547

Address all telephone calls to Thomas E. Schatzel at telephone No. $(408)\ 358\mbox{-}7733\,.$

Post Office Address:___

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first inventor:_	. IACV (NMI) DECITA	
	reliagula	- 12/19/4
Inventor's Signature:_		Date:
Pasidence.	916 Foothill Drive San Jose, CA 95123	
Red I delle e	<u> </u>	
Citizenship:_	United States	
	916 Footbill Drive	

San Jose, CA 95123

Attny. Docket No. SS-	696-01

POWER OF ATTORNEY BY ASSIGNEE

The undersigned, as Assignee of the entire right, title, and interest in and to the subject matter which is described and claimed and for which a patent is sought onthe invention entitled:

A METHOD AND APPARATUS FOR A FAULT TOLERANT, SOFTWARE TRANSPARENT AND HIGH DATA INTEGRITY EXTENSION TO A BACKPLANE BUS OR INTERCONNECT

the specification	on of which	
_X	is attached hereto;	
	was filed on and was amended on (if a	as Application Serial No; pplicable)
	Assignment recorded on	f applicable)
attorney(s) and		nis application and hereby appoints the following application and transact all business in the Patent and
	Thomas E. Scha	tzel Reg. No. 22,611
Addre	ss all correspondence to:	
	A Profession 16400 Lark A	F THOMAS E. SCHATZEL al Corporation Avenue, Suite 300 alifornia 95032-2547
	ss all telephone calls to Thom No. (408) 358-7720.	as E. Schatzel at telephone No. (408) 358-7733.
Assigr representative		sts that this file be closed to the inventor(s), or
		SUNSCOOP CORPORATION
Dated: <u>/3//</u>	9196	By Jack Regula JACK (NMI) REGULA
		Title: PRESIDENT

SUNSCOOP CORPORATION 916 Foothill Drive San Jose, California 95123

POWER OF ATTORNEY

Sunscoop Corporation, a California corporation, assignee of the application for United States Letters Patent for an invention entitled:

Method And Apparatus For Fault Tolerant, Software Transparent And High Data Integrity

Extension To A Backplane Bus Or Interconnect

invented by:

Regula, Jack

executed on even date herewith, or

x having Serial No. 08/771,581, filed December 20, 1996,

do(es) hereby appoint Steven A. Swernofsky, Registration No. 33,040, Daniel B. Curtis, Registration No. 39,159, as attorneys of record with full power of substitution and revocation, to prosecute this application and transact all business in the United States Patent and Trademark Office connect therewith, and certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment, a copy of which is attached, from the inventor(s) of the patent application identified above.

Please send all correspondence and direct all telephone calls to:

Daniel B. Curtis
The Law Offices of Steven A. Swernofsky
P.O. Box 390013
Mountain View, CA 94039-0013
Telephone (650) 947-0700

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

I, the undersigned, declare that I am the (an) assignee of the above-identified application, or, if the assignee is a corporation, partnership, or other association, I am authorized to make this appointment on behalf of the assignee, and I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing therefrom.

Full Assignee Name:

Sebring Systems

Post Office Address:

200 East Hacienda Avenue, Campbell, CA 95008

Jack Regula, President

Date

Please type a plus sign (+) inside this box	→	$\Box_{\!$
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PTO/SB/82 (11-96)

Approved for use through 6/30/99. OMB 0651-0035

Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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REVOCATION OF POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

Application Number	08/771,581)
Filing Date	December 20, 1996	
First Named Inventor	Regula, Jack	
Group Art Unit	2413	
Examiner Name	Not Assigned	
Attorney Docket Number	SEB-001	

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Date	Nove	mber <u>7</u> , 1998			<u> </u>			
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U.S. Department of Commerce FORM PTO-1619A Patent and Trademark Office Expires 06/30/99 PATENT OMB 0651-0027 RECORDATION FORM COVER SHEET PATENTS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies). Conveyance Type Submission Type Security Agreement X **Assignment** New Resubmission (Non-Recordation) License Change of Name Document ID# Correction of PTO Error Other Merger Reel # Frame # U.S. Government **Corrective Document** (For Use ONLY by U.S. Government Agencies) Secret File Reel # Frame # Departmental File Mark if additional names of conveying parties attached Execution Date

Month Day Year Conveying Party(ies) June 17, 1997 Name (line 1) Sunscoop Corporation Name (line 2) Execution Date Month Day Year Second Party Name (line 1) Name (line 2) Receiving Party Mark if additional names of receiving parties attached If document to be recorded Name (line 1) | Sebring Systems, Inc. is an assignment and the receiving party is not domiciled in the United Name (line 2) States, an appointment of a domestic representative is attached. Address (line 1) 200 East Hacienda Avenue (Designation must be a separate document from ddress (line 2) Assignment.) 95008 Address (line 3) Campbell State/Country Domestic Representative Name and Address Enter for the first Receiving Party only. Name Steven A. Swernofsky Address (line 1) The Law Offices of Steven A. Swernofsky Address (line 2) P.O.Box 390013 Address (line 3) | Mountain View, CA 94040 Address (line 4) United States FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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OMB 0651-	0027

FORM PTO-1619B Expires 08/30/99 OMB 0851-0027	Page 2 U.S. Department of Commerce Patent and Trademark Office PATENT			
Correspondent Name and Address	Area Code and Telephone Nu			
Name Steven A. Swernofsky	Re	eg. No. 33.040		
Address (line 1) The Law Offices of Steven A. Swerno				
Address (line 2) P.O.Box 390013				
Address (line 3) Mountain View, CA 94040				
Address (line 4) United States				
including any attachments.	ges of the attached conveyance	e document # 15		
Application Number(s) or Patent Num		Mark if additional numbers attached		
Enter either the Patent Application Number or the P Patent Application Number(s)	atent Number (DO NOT ENTER BOTH			
08/771,581 (S)		Patent Number(s)		
If this document is being filed together with a <u>new</u> Pater signed by the first named executing inventor.	nt Application, enter the date the patent	application was Month Day Year		
Patent Cooperation Treaty (PCT)				
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r-ee Amount Fee Amount fo	or Properties Listed (37 CFR 3	.41): \$ 40.00		
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Statement and Signature	•			
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.				
Steven A. Swernofsky	SASuernople	Dec.\6 1998		
Name of Person Signing	Signature	Date		

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RESTATED CERTIFICATE OF INCORPORATION OF SEBRING SYSTEMS, INC.

Under Section 807 of the Business Corporation Law

FIRST: The name of the Corporation is Sebring Systems, Inc. (the "Corporation"); the Corporation was formed under the name Sunscoop Corporation.

SECOND: The original Certificate of Incorporation of the Corporation was filed by the Department of State on November 19, 1984, as amended on February 10, 1997 and March 11, 1997.

THIRD: The Certificate of Incorporation, as heretofore amended, is hereby amended or changed to effect the amendments authorized by the Business Corporation Law, to wit:

- To enlarge the purposes of the Corporation.
- To increase the aggregate number of shares which the Corporation shall have authority to issue by authorizing Twenty Million (20,000,000) additional shares, to a total of Thirty Million (30,000,000) authorized shares.
- 3. To designate Six Million Two Hundred Fifty Thousand (6,250,000) shares as Series A Preferred Stock, par value \$0.01 per share. The remaining Twenty Three Thousand Seven Hundred Fifty Thousand shares (23,750,000) shares shall be Common Stock, par value \$0.005.
- 4. To reduce the par value of all authorized Common shares from \$0.01 to \$0.005. The Corporation is currently authorized to issue 10,000,000 shares of Common Stock, with a par value of \$0.01. Of the currently authorized shares, 6,635,621 are issued and 3,364,379 are unissued. The 6,635,621 issued shares of Common Stock, par value \$0.01, will be changed into 6,635,621 shares of Common Stock with \$0.005 par value at the rate of one (1) new share for every one (1) old share. The 3,364,379 unissued shares will be change into 3,364,379 shares of Common Stock with \$0.005 par value at the rate of one (1) new share for every one (1) old share. In that connection, the stated capital of the Corporation will reduced by the amount of \$0.005 in respect of each of the 6,635,621 issued shares of Common Stock, so that the aggregate stated capital of the Corporation is reduced from \$66,356.21 to \$33,178.11.
- 5. To add provisions with respect to dividends, liquidation preferences, redemption, voting rights and conversion of the Series A Preferred Stock.

- 6. To add provisions with respect to dividends, liquidation rights, redemption and voting rights with respect to the Common Stock.
- 7. To add provisions relating to indemnification of directors and others authorized by the Business Corporation Law.
- 8. To change the address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him.

FOURTH: To accomplish the foregoing amendments, Articles 1 through 5 are hereby deleted and the Certificate of Incorporation of the Corporation is hereby amended to read as hereinafter restated.

FIFTH: The restatement of the Certificate of Incorporation herein provided for was authorized by the Board of Directors of the Corporation and by a vote of the holders of a majority of all outstanding shares entitled to vote thereon.

SIXTH: The text of the Certificate of Incorporation is hereby resizted as further amended to read in its entirety as follows:

"ARTICLE I

The name of the corporation is Sebring Systems, Inc.

ARTICLE II

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Lew of New York, exclusive of any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

ARTICLE III

A. Classes of Stock. This Corporation is authorized to issue two classes of shares to be designated respectively preferred stock ("Preferred Stock") and common stock ("Common Stock"). The total number of shares of capital stock that the Corporation is authorized to issue is Thirty Million (30,000,000). The total number of shares of Preferred Stock this Corporation shall have authority to issue is Six Million Two Hundred Pifty Thousand (6,250,000). The total number of shares of Common Stock this Corporation shall have authority to issue is Twenty-Three Million Seven Hundred Fifty Thousand (23,750,000). The Preferred Stock shall have a par value of \$0.01 per share and the Common Stock shall have a par value of \$0.005 per share.

The Series A Preferred Stock. The Series A Preferred Stock shall consist of Six Million Two Hundred Fifty Thousand (6,250,000) shares of Preferred Stock and shall be designated "Series A Preferred Stock." The powers, preferences, rights, restrictions, and other matters relating to the Series A Preferred Stock are as follows:

1. Dividends.

The holders of the Series A Preferred Stock shall be entitled to receive dividends at the rate of \$0.009 per share per annum (as adjusted for any stock dividends, combinations, splits or the like with respect to such shares) payable out of funds legally available therefor. Such dividends shall be payable only when, as, and if declared by the Board of Directors and shall be non-cumulative.

No dividends (other than those payable solely in the Common Stock of the Corporation) shall be paid on any Common Stock of the Corporation during any fiscal year of the Corporation until dividends at the rate of \$0.009 per share on the Series A Preferred Stock (as adjusted for any stock dividends, combinations, splits or the like with respect to such shares) shall have been paid or declared and set apart during that fiscal year and any prior year in which dividends accumulated but remain unpaid.

In the event the Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights to purchase any such securities or evidences of indebtedness, then, in each such case the holders of the Series A Preferred Stock shall be entitled to a proportionate share of any such distribution as though the holders of the Series A Preferred Stock were the holders of the number of shares of Common Stock of the Corporation into which their respective shares of Series A Preferred Stock are convertible as of the recurd date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution.

Linnidation Preference.

In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock by reason of their ownership thereof, the amount of \$0.112 per share (as adjusted for any stock dividends, combinations; splits or the like with respect to such shares) (the "Original Series A Purchase Price"), plus all accrued or declared but unpaid dividends on such share for each share of Series A Preferred Stock then held by them. If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amount then the entire assen and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive.

- b. After payment to the holders of the Series A Preferred Stock of the amount set forth in Section B.2.a. above, the remaining assets and funds of the Corporation legally available for distribution, if any, shall be distributed part passy among the holders of the Common Stock and the Series A Preferred Stock in proportion to the shares of Common Stock then held by them and the shares of Common Stock which they then have the right to acquire upon conversion of the shares of Series A Preferred Stock then held by them.
- c. For purposes of this Section B.2, (i) any acquisition of the Corporation by means of merger or other form of corporate reorganization in which outstanding shares of the Corporation are exchanged for securities or other consideration issued, or caused to be issued, by the acquiring corporation or its subsidiary (other than a mere reincorporation transaction) and pursuant to which the holders of the outstanding voting securities of the Corporation immediately prior to such consolidation, merger or other transaction fail to hold equity securities representing a majority of the voting power of the Corporation or surviving entity immediately following such consolidation, merger or other transaction or (ii) a sale of all or substantially all of the assets of the Corporation, shall be treated as a liquidation, dissolution or winding up of the Corporation and shall entitle the holders of Series A Preferred Stock to receive at the closing in cash, securities or other property (valued as provided in Section B.2.d. below) amounts as specified in Sections B.2.a, and B.2.b. above.
- d. Whenever the distribution provided for in this Section B.2 shall be payable in securities or property other than cash, the value of such distribution shall be the fair market value of such securities or other property as determined in good faith by the Board of Directors.
 - 3. Redemption. The Series A Preferred Stock shall not be redeemable.
 - 4, Voting Rights.
- Each holder of shares of the Series A Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Series A Preferred Stock could be converted and shall have voting rights and powers equal to the voting rights and powers of the Common Stock (except as otherwise expressly provided herein or as required by law) and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Series A Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

- b. The size of the Board of Directors shall be set in accordance with the Bylaws of the Corporation. The holders of Series A Preferred Stock, voting separately as a class, shall be entitled to elect one (1) member of the Board of Directors (the "Preferred Stock Director-Designee"). All remaining directors shall be elected by vote of the holders of the Common Stock and the Series A Preferred Stock voting together as a class. In the event of a vacancy on the Board of the Preferred Stock Director-Designee, a successor shall be elected to hold office for the unexpired term of such director by the holders of the Series A Preferred Stock voting separately as a class.
- 5. <u>Conversion</u>. The holders of the Series A Preferred Stock shall have conversion rights as follows (the *Conversion Rights*):
- Right to Convert. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the \$0.112 by the Series A Conversion Price applicable to such share, determined as hereinafter provided, in effect on the date the certificate is surrendered for conversion. The price at which shares of Common Stock shall be deliverable upon conversion of shares of the Series A Preferred Stock (the "Series A Conversion Price") shall initially be \$0.112 per share of Common Stock. Such initial Series A Conversion Price shall be adjusted as hereinafter provided.
- b. Automatic Conversion. Each share of Series A Preferred Stock shall automatically be converted into shares of Common Stock at the then effective Series A Conversion Price upon the earlier of (i) the date specified by written consent or agreement of holders of at least fifty percent (50%) of the shares of Series A Preferred Stock then outstanding or (ii) the closing of the sale of the Corporation's Common Stock in a firm commitment, underwritten public offering registered under the Securities Act of 1933, as amended (the "1933 Act"), having aggregate proceeds to the Corporation (before deduction for underwriters' discounts and expenses relating to the issuance, including without limitation fees of the Corporation's counsel) of at least \$7,500,000 and a per share price to the public of at least \$0.45.

c. Mechanics of Conversion.

entitled to convert the same into shares of Common Stock, he shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for such stock, and shall give written notice to the Corporation at such office that he elects to convert the same and shall state therein the name or names in which he wishes the certificate or certificates for shares of Common Stock to be issued. The Corporation shall, at soon as practicable thereafter, issue and deliver at such office to such holder of Series A Preferred Stock, a certificate or certificates for the number of shares of Common Stock to

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which he shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of surrender of the shares of Series A Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date.

- (ii) If the conversion is in connection with an underwritten offering of securities pursuant to the 1933 Act, the conversion may, at the option of any holder tendering shares of Series A Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock upon conversion of the Series A Preferred Stock shall not be deemed to have converted such Series A Preferred Stock until immediately prior to the closing of such sale of securities.
- d. Adjustments to Series A Conversion Price for Certain Diluting Issues.
- (i) <u>Special Definitions</u>. For purposes of this Section B.5.d., the following definitions apply:
- (1) <u>"Options"</u> shall mean rights, options, or warrants to subscribe for, purchase or otherwise acquire either Common Stock or Convertible Securities (defined below).
- (2) "Original Issue Date" shall mean the date on which a share of Series A Preferred Stock was first issued.
- (3) <u>"Convertible Securities"</u> shall mean any evidences of indebtedness, shares (other than Common Stock and Series A Preferred Stock) or other securities convertible into or exchangeable for Common Stock.
- (4) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section B.S.d.(iii) deemed to be issued) by the Corporation after the Original Issue Date, other than shares of Common Stock issued or issuable:
- (A) upon conversion of shares of Series A Preferred Stock or exercise of any options or warrants in existence on the Original Issue Date;
- (B) to officers, directors or employees of, or consultants to, or vendors or customer of, the Corporation or a subsidiary or parent pursuant to stock option or stock purchase plans or agreements on terms approved by the Board of Directors;

- (C) as a dividend or distribution;
- (D) to lenders or lessors pursuant to agreements approved by the Board of Directors of the Corporation; or
- (E) in accordance with adjustment of the Series A Conversion Price pursuant to Section B.5.s.
- (ii) No Adjustment of Conversion Price. Any provision herein to the contrary notwithstanding, no adjustment in the Series A Conversion Price shall be made in respect of the issuance of Additional Shares of Common Stock unless the consideration per share (determined pursuant to Section B.S.d.(v) hereof) for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the Series A Conversion Price in effect on the date of, and immediately prior to, such issue.
- In the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities then entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein designed to protect against dilution) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided further that in any such case in which Additional Shares of Common Stock are deemed to be issued:
- (1) no further adjustments in the Series A Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible. Securities;
- provide, with the passage of time or otherwise, for any increase in the consideration payable to the Corporation, or decrease in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, the Series A Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities (provided, however, that no such adjustment of the Series A Conversion Price shall effect Common Stock previously issued upon conversion of the Series A Preferred Stock);

- termination of any such rights to convert or exchange or the expiration of any Options or rights related to such Convertible Securities or exchangeable securities, the Series A Conversion Price, to the extent in any way affected by or computed using such Options, rights or Convertible Securities or Options or rights related to such Convertible Securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities which remain in effect) actually issued upon the exercise of such Options or rights, upon the conversion or exchange of such Convertible Securities or upon the exercise of the Options or rights related to such Convertible Securities;
- (4) no readjustment pursuant to clause (2) or (3) above shall have the effect of increasing the Series A Conversion Price to an amount which exceeds the lower of (a) the Series A Conversion Price on the original adjustment date, or (b) the Series A Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date.
- Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event this Corporation, at any time after the Original Issue Date shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section B.S.d.(iii)) without consideration or for a consideration per share less than the Series A Conversion Price in effect on the date of and immediately prior to such issue, then and in such event, the Series A Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying the Series A Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase at the Series A Conversion Price in effect immediately prior to such issuance, and the denominator of which shall be the number of shares of Common Stock cutstanding immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued. For the purpose of the above calculation, the number of shares of Common Stock outstanding immediately prior to such issue shall be calculated as if all shares of Series A Preferred Stock had been fully converted into shares of Common Stock, and shall also include the conversion or exercise of any outstanding Options or other rights for the purchase of shares of stock or Convertible Securities as of such date (i.e. broad-based formula).
- (v) <u>Determination of Consideration</u>. For purposes of this Section B.5.d., the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:
 - (1) Cash and Property, Such consideration shall:

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- (A) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation excluding amounts paid or psyable for accrued interest or accrued dividends;
- (B) insofar as it consists of property other than cash, be computed at the fair value thereof at the time of such issue, as determined in good faith by the Board; and
- (C) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (A) and (B) above, as determined in good faith by the Board.
- Options and Convertible Securities. The consideration (2)per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section B.S.d.(iii), relating to Options and Convertible Securities shall be determined by dividing:
- (A) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against dilution) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by
- the maximum number of shares of Common Stock (B) (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against the dilution) issuable upon the exercise of such Options or conversion or exchange of such Convertible Securities.
- Adjustments to Conversion Prices for Stock Dividends and for Combinations or Subdivisions of Common Stock. In the event that this Corporation at any time or from time to time after the Original Issue Date shall declare or pay, without consideration, any dividend on the Common Stock payable in Common Stock or in any right to acquire Common Stock for no consideration, or shall effect a subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock (by dividend, stock split, reclassification or the like), or in the event the outstanding shares of Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Common Stock, then the Series A Conversion Price in effect immediately prior to such event shall, concurrently with the effectiveness of such event, be proportionately decreased or increased, as appropriate.

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- f. Adjustments for Reclassification and Reorganization. If the Common Stock issuable upon conversion of the Series A Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for in Section B.S.c. above or a merger or other reorganization referred to in Section B.2.c. above), the Series A Conversion Price then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted so that the Series A Preferred Stock shall be convertible into, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive, a number of shares of such other class or classes of stock equivalent to the number of shares of Common Stock that would have been subject to receipt by the holders upon conversion of the Series A Preferred Stock immediately before that change.
- g. No Impairment. The Corporation will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section C.5. and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Preferred Stock against impairment.
- h. Certificates as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price pursuant to this Section B.S., the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare a certificate executed by the Corporation's President, Secretary or a Vice President setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Series A Conversion Price at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of the Series A Preferred Stock.
- i. Notices of Record Date. In the event that the Corporation shall propose at any time: (i) to declare any dividend or distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus; (ii) to offer for subscription pro rata to the holders of any class or series of its stock any additional shares of stock of any class or series or other rights; (iii) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or (iv) to merge or consolidate with or into any other corporation, or sell, lease or convey all or substantially all of its assets, or to liquidate, dissolve or wind up;

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then, in connection with each such event, the Corporation shall send to the holders of Series A Preferred Stock at least ten (10) days prior written notice of the date on which a record shall be taken for such dividend, distribution or subscription rights (and specifying the date on which the holders of Common Stock shall be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in (iii) and (iv) above.

- j. <u>Issue Taxes</u>. The Corporation shall pay any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of shares of Series A Preferred Stock pursuant hereto; provided, however, that the Corporation shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder in connection with any such conversion.
- k Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Preferred Stock; and if at any time the number of authorized but unissued shares of the Series A Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to this Certificate of Incorporation.
- I. Fractional Shares. No fractional share shall be issued upon the conversion of any share or shares of Series A Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series A Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of a fraction of a share of Common Stock, the Corporation shall, in lieu of issuing any fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the fair market value of such fraction on the date of conversion (as determined in good faith by the Board of Directors).
- m. Loss of Rights. If (a) the holders of shares of Series A Preferred Stock are entitled to exercise the preemptive right (the "Preemptive Right") set forth in Section 3 of the Shareholders' Agreement by and among the Corporation and the investors named therein (the "Shareholders' Agreement"), with respect to an equity financing of the Corporation (the "Equity Financing"), (b) the Corporation has complied with its notice obligations, or such obligations have been waived, under the Preemptive Right with respect to such Equity Financing and the Corporation thereafter proceeds to consummate the Equity Financing and (c) such holder (a "Non-Participating Holder") does not by exercise

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of such holder's Preemptive Right to acquire his or its Ratable Portion (as defined in Section 3.(a) of the Shareholders' Agreement) offered in such Equity Financing (a "Mandatory Offering"), then all of such Non-Participating Holder's shares of Series A Preferred Stock shall automatically and without further action on the part of such holder lose all rights and benefits under Section 5.d.(iv) of this Certificate of Incorporation for all issuances of securities, including the Equity Financing that causes the loss of such right; provided however, that no such conversion shall occur in connection with a particular Equity Financing if, pursuant to the written request of the Corporation, such holder agrees in writing to waive his or its Preemptive Right with respect to such Equity Financing.

- Notices. Any notice required by the provisions of this Section C.5. to be given to the holders of shares of Series A Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation.
- Protective Provisions. So long as any shares of Series A Preferred Stock remain outstanding, the Corporation shall not, without the vote or written consent by the holders of at least a majority of the then outstanding shares of the Series A Preferred Stock
- Authorize or issue, or obligate itself to issue, or designate any additional classes or series of preferred stock, or any equity security senior to or on a parity with the Series A Preferred Stock as to any rights or preferences;
- Effect any sale or other conveyance of all or substantially all of the assets of the Corporation or any of its subsidiaries, or any consolidation or merger involving the Corporation or any of its subsidiaries, in which in excess of 50% of the Corporation's voting power is transferred, or any reorganization or recapitalization of the Company;
- Amend or repeal its Certificate of Incorporation, if such amendment would materially edversely change any of the rights, preferences or privileges provided for herein for the benefit of any shares of Series A Preferred Stock; or
- Pay or declare any dividends on any securities other than the Series A Preferred Stock, provided, however, that the Corporation may repurchase equity securities from any service provider of the Corporation or any subsidiary upon termination of services.
- No Reissuance of Series A Preferred Stock. No share or shares of Series A Preferred Stock acquired by the Corporation by reason of purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

C. The Common Stock

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- Dividend Rights. Subject to the prior rights of the holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets or the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors. Such dividends shall be non-cumulative.
- 2. <u>Liquidation Rights</u>. Upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation shall be distributed as provided in Section 2 of Division B, of this Article III.
 - 3. Redemption. The Common Stock shall not be redeemable.
- 4. <u>Voting Rights</u>. The holder of each share of Common Stock shall have the right to one vote, and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of this Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

ARTICLE IV

- A. <u>Directors' Liability</u>. The personal liability of the directors of the Corporation is eliminated to the fullest extent permitted by the provisions of paragraph (b) of Section 402 of the Business Corporation Law, as the same may be amended and supplemented.
- B. Indemnification. The Corporation shall, to the fullest extent permitted by Article 7 of the Business Corporation Law, as the same may be amended and supplemented, indemnify any and all persons whom it shall have the power to indemnify under said Article from and against all of the expenses, liabilities, or other matters referred to in or covered by said Article, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which any person may be entitled under any By-Law, resolution of shareholders, resolution of directors, agreement or otherwise, as permitted by said Article, as to action in any capacity in which he served at the request of the Corporation."

ARTICLE V

A. Agent. The Secretary of State is designated as the agent of the Corporation upon whom process against the Corporation may be served, and the address to which the Secretary of State shall mail a copy of any process against the Corporation is: c/o Brobeck Phleger & Harrison LLP, Two Embarcadero Place, 2200 Geng Road, Palo Alto, CA 94303-0913.

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IN WITNESS WHEREOF, I have subscribed this document on the date set forth below and do hereby affirm, under the penalties of perjury, that the statements contained therein have been examined by me and are true and correct.

Dated: June 1 1997.

Sebring Systems, Inc., a New York corporation

By:

Jack Regula, President

By:

Romas R. Nelson, Secretary

State of New York

Department of State

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on

JUN 20 1997



Special Deputy Secretary of State

DOS-1266 (5/96)



UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

APRIL 30, 1997

PTAS

LAW OFFICES OF THOMAS E. SCHATZEL, P.C. THOMAS E. SCHATZEL
16400 LARK AVENUE, SUITE 300
LOS GATOS, CALIFORNIA 95032



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UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SLARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/20/1996

REEL/FRAME: 8381/0526

NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

REGULA, JACK

DCC DATE: 12/19/1996

ASSIGNEE:

SUNSCOOP CORPORATION 916 FOOTHILL DRIVE SAN JOSE, CALIFORNIA 95122

SERIAL NUMBER: 08771581

PATENT NUMBER:

FILING DATE: 12/20/1996

ISSUE DATE:

DIANE RUSSELE, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

03-	13-199/		
FORM PTO-1595 (Rev. 6-93) GMF No. 0651-0011 (exp. 4/94)	ET DISORPARTMENT OF COMMERCE Patent and Trademark Office		
Tab settings □ □ ▼	88378922 <u>40.00</u> √5\$/ √ AN		
To the Honorable Commissioner of Patents and trademarks: F			
1. Name of conveying party(ies): JACK (NMI) REGULA Additional name(s) of conveying party(ies) attached? Yes XNo 3. Nature of conveyance: XX Assignment	2. Name and address of receiving party(ies) Name: Sunscoop Corporation Internal Address: 916 Foothill Drive San Jose, California 95223 Street Address: Same as above		
Execution Date: 12-19-96 03/11/97	Additional name(s) & address(es) attached? Q YesXXNo		
4. Application number(s) or patent number(s): If this document is being filed together with a new application A. Patent Application No.(s) Additional numbers at	n, the execution date of the application is: 12-19-96 B. Patent No.(s)		
Name and address of party to whom correspondence concerning document should be mailed:	Total number of applications and patents involved: 1		
Name: Thomas E. Schatzel	7. Total fee (37 CFR 3.41)\$ 40.00		
AW OFFICES OF THOMAS E. SCHATZEL, P.C.			
Internal Address:	図 Enclosed		
Los Gatos, California 95032	` ☐ Authorized to be charged to deposit account		
Street Address: Same as above	8. Deposit account number:19-0310		
City:State:ZIP:	(Attach duplicate copy of this page if paying by deposit account)		
DO NCT USE THIS SPACE			
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Thomas E. Schatzel Name of Person Signing Total number of pages including cover sheet, attack ments, and document: 2			

ATTY. DOCKET NO. SS-696-01

ASSIGNMENT

I, JACK (NMI) REGULA, a citizen of the United States, for One Dollar (\$1.00) in hand paid to me, receipt of which is hereby acknowledged, and other good and valuable consideration, have assigned and do hereby assign to Sunscoop Corporation, a New York corporation, of 916 Foothill Drive, San Jose, California 95123 (hereinafter referred to as Assignee), its successors, assigns and legal representatives, the entire right, title and interest in and to all subject matter invented by me and disclosed in the application for Letters Patent of the United States entitled:

A METHOD AND APPARATUS FOR A FAULT TOLERANT, SOFTWARE TRANSPARENT AND HIGH DATA INTEGRITY EXTENSION TO A BACKPLANE BUS OR INTERCONNECT

signed by me on this date; and in all divisions, reissues, continuations and extensions thereof; and in and to all Letters Patent and all Convention and Treaty Rights of all kinds, in all countries throughout the world, for all such subject matter.

I hereby authorize and request that the Patent Office Officials in the United States and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said Assignee, as the Assignee of my entire right, title and interest in and to the same, for the sole use and enjoyment of said Assignee, its successors and assigns.

Further, I agree that I will communicate to said Assignee, or its representatives, any facts known to me respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisions, continuations, substitution, renewal and reissue applications, execute all necessary Assignment papers to cause any and all of said Letters Patent to be issued, make all rightful oaths and generally do everything necessary or desirable to aid said Assignee, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and in any and all foreign countries.

In Testimony Whereof, I have hereunto set my hand this $\frac{19^{74}}{4}$ day of December, 1996.

Inventor:

UACK (NMI) REGULA

Residence: 916 Foothill Drive

San Jose, California 95123

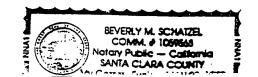
STATE OF CALIFORNIA) ss.

COUNTY OF SANTA CLARA)

On <u>Wike 19 1496</u> before me, <u>BEVERLI M. SCHATFEL</u>, personally appeared JACK (NMI) REGULA, personally known to me the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Dinexton Selator



<u>ASSIGNMENT</u>

I, JACK (NMI) REGULA, a citizen of the United States, for One Dollar (\$1.00) in hand paid to me, receipt of which is hereby acknowledged, and other good and valuable consideration, have assigned and do hereby assign to Sunscoop Corporation, a New York corporation, of 916 Foothill Drive, San Jose, California 95123 (hereinafter referred to as Assignee), its successors, assigns and legal representatives, the entire right, title and interest in and to all subject matter invented by me and disclosed in the application for Letters Patent of the United States entitled:

A METHOD AND APPARATUS FOR A FAULT TOLERANT, SOFTWARE TRANSPARENT AND HIGH DATA INTEGRITY EXTENSION TO A BACKPLANE BUS OR INTERCONNECT

signed by me on this date; and in all divisions, reissues, continuations and extensions thereof; and in and to all Letters Patent and all Convention and Treaty Rights of all kinds, in all countries throughout the world, for all such subject matter.

I hereby authorize and request that the Patent Office Officials in the United States and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said Assignee, as the Assignee of my entire right, title and interest in and to the same, for the sole use and enjoyment of said Assignee, its successors and assigns.

Further, I agree that I will communicate to said Assignee, or its representatives, any facts known to me respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisions, continuations, substitution, renewal and reissue applications, execute all necessary Assignment papers to cause any and all of said Letters Patent to be issued, make all rightful oaths and generally do everything necessary or desirable to aid said Assignee, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and in any and all foreign countries.

In Testimony Whereof, I have hereunto set my hand this $\frac{19^{74}}{1}$ day of December, 1996.

Inventor:

Residence: 916 Foothill Drive

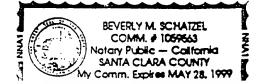
San Jose, California 95123

STATE OF CALIFORNIA) ss. COUNTY OF SANTA CLARA)

on <u>Ale. 19 1996</u> before me, <u>BEVERLY M. SCHATFEL</u>, personally appeared JACK (NMI) REGULA, personally known to me to proved. His to me on the basis of satisfactory evidence; to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Dinestin Selater



Serial or Pat	ent No.:	JACK (NMI) REGUL	A.	Attorney's Docket No.: SS-696-01
Filed or Issu For: A METHOL INTEGRIX	AND APPARATUS I	FOR A FAULT TOLE A BACKPLANE BUS	RANT, SOFTWARE TO OR INTERCONNECT	RANSPARENT AND HIGH DATA
7	VERIFIED STATEMEN (37 CFR 1.9	NT (DECLARATION)	CLAIMING SMALL F	ENTITY STATUS CONCERN
I hereby decl	lare that I am			
[X] an	e owner of the so official of the e concern identi	small business	oncern identified concern empowered	below: d to act on behalf of
NAME OF CONC	ern	SUNSCOOP CORPO	RATION	
ADDRESS OF Co	ONCERN	916 FOOTHILL DI San Jose, Cali:	fornia 95123	
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NAME OF PER	SON SIGNING	JACK	(NMI) REGULA	
TITLE OF PE	RSON OTHER THAN PERSON SIGNING	SUNSCOOP COR	DENT PORATION, 915 FCO	thill Drive

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PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

To the Commissioner of Patent and Trademarks:

Your petitioner, Jack (NMI) Regula, a citizen of the United States and a resident of San Jose, California, whose post office address is 916 Foothill Drive, San Jose, CA 95123, prays that letters patent may be granted to him for a

10 A METHOD AND APPARATUS FOR A FAULT TOLERANT, SOFTWARE
TRANSPARENT AND HIGH DATA INTEGRITY EXTENSION
TO A BACKPLANE BUS OR INTERCONNECT

as set forth in the following specification.